

**UNITED STATES DISTRICT COURT
NORTHERN DISTRICT OF CALIFORNIA
OAKLAND DIVISION**

ABDI NAZEMIAN, et al.,

Plaintiff,

vs.

NVIDIA CORPORATION,

Defendant.

Master File Case No. 4:24-cv-01454-JST (SK)
Consolidated with Case No. 4:24-cv-02655-JST
(SK)

**[PROPOSED] AMENDED PROTECTIVE
ORDER**

The Court, having considered the parties' proposals for a protective order in this case, hereby orders as follows:

Disclosure and discovery activity in this action are likely to involve production of confidential, proprietary, or private information for which special protection from public disclosure and from use for any purpose other than prosecuting this litigation may be warranted. Accordingly, the Parties hereby stipulate to and petition the Court to enter the following Stipulated Protective Order. The Parties acknowledge that this Order does not confer blanket protections on all disclosures or responses to discovery and that the protection it affords from public disclosure and use extends only to the limited information or items that are entitled to confidential treatment under the applicable legal principles. The Parties further acknowledge, as set forth in Section 14.4, below, that this Stipulated Protective Order does not entitle them to file confidential information under seal; Civil Local Rule 79-5 sets forth the procedures that must be followed and the standards that will be applied when a party seeks permission from the Court to file material under seal.

1. DEFINITIONS

1.1 **Challenging Party**: a Party or Non-Party that challenges the designation of information or items under this Order.

1.2 **“CONFIDENTIAL” Information or Items**: information (regardless of how it is generated, stored or maintained) or tangible things that qualify for protection under Federal Rule of Civil Procedure 26(c).

1.3 **Counsel (without qualifier)**: Outside Counsel of Record and House Counsel (as well as their support staff).

1.4 **Designated House Counsel**: House Counsel who seek access to “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” information in this matter.

1.5 **Designating Party**: a Party or Non-Party that designates information or items that it produces in disclosures or in responses to discovery as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” “HIGHLY CONFIDENTIAL – SOURCE CODE,” or “THIRD-PARTY HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY.”

1.6 **Disclosure or Discovery Material**: all items or information, regardless of the medium or manner in which it is generated, stored, or maintained (including, among other things, testimony, transcripts, and tangible things), that are produced or generated in disclosures or responses to discovery in this matter.

1.7 **Expert**: a person with specialized knowledge or experience in a matter pertinent to the litigation who (1) has been retained by a Party or its counsel to serve as an expert witness or as a consultant in this action, (2) is not a past or current employee of a Party or of a Party’s competitor, and (3) at the time of retention, is not anticipated to become an employee of a Party or of a Party’s competitor.

1.8 **“HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” Information or Items**: Information may be designated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” by the Producing Party if it contains extremely sensitive “Confidential Information or Items,” disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

1.9 **“HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items**: Information may be designated “Highly Confidential – Source Code” if it constitutes or contains

extremely sensitive “Confidential Information or Items” representing computer code, nonpublic machine learning models, large language models, or associated comments and revision histories, non-public or proprietary model Training Data, engineering specifications, build scripts and configurations, proprietary model architecture information, trained model weight files, hyperparameter configurations, or schematics that define or otherwise describe in detail the formulas, algorithms or structure of software or hardware designs, disclosure of which to another Party or Non-Party would create a substantial risk of serious harm that could not be avoided by less restrictive means.

1.10 **“THIRD-PARTY HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY” Information or Items**: Extremely sensitive documents produced by a Non-Party, which may include agreements or draft agreements, negotiations, and related communications, disclosure of which to another Party would create a substantial risk of serious harm that could not be avoided by less restrictive means. House Counsel cannot access these documents absent explicit written permission from the producing Non-Party. For the avoidance of doubt, to the extent expert reports cite to materials so designated, House Counsel may review those reports so long as such material is redacted. House Counsel may not access materials so designated even if such materials are cited in or appended to expert reports.

1.11 **House Counsel**: attorneys who are employees of a Party to this action. House Counsel does not include Outside Counsel of Record or any other outside counsel.

1.12 **Non-Party**: any natural person, partnership, corporation, association, or other legal entity not named as a Party to this action.

1.13 **Outside Counsel of Record**: attorneys who are not employees of a Party to this action but are retained to represent or advise a Party to this action and have appeared in this action on behalf of that Party or are affiliated with a law firm which has appeared on behalf of that Party.

1.14 **Party**: any party to this action, including all of its officers, directors, employees, consultants, retained experts, and Outside Counsel of Record (and their support staffs).

1.15 **Producing Party**: a Party or Non-Party that produces Disclosure or Discovery Material in this action.

1.16 **Professional Vendors**: persons or entities that provide litigation support services (e.g., photocopying, videotaping, translating, preparing exhibits or demonstrations, and organizing, storing, or retrieving ESI, documents, or data in any form or medium) and their employees and subcontractors.

1.17 **Protected Material**: any Disclosure or Discovery Material that is designated as “CONFIDENTIAL,” or as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” “HIGHLY CONFIDENTIAL – SOURCE CODE,” or as “THIRD-PARTY HIGHLY CONFIDENTIAL– OUTSIDE COUNSEL’S EYES ONLY.”

1.18 **Receiving Party**: a Party that receives Disclosure or Discovery Material from a Producing Party.

1.19 **Source Code**: Source code is the human readable set of instructions written in a programming language that defines the operations of a software application, including the algorithms, model weights, model parameters, logic, and functions that shape the program’s behavior.

1.20 **Training Data**: Training Data means any information or dataset in any form that is used, processed, ingested, or referenced to develop, improve, refine, or validate machine learning models or artificial intelligence systems, including but not limited to collections of text, images, or other content used to train such systems to recognize patterns, generate outputs, or make predictions. This includes both raw data and any preprocessed, transformed, or derivative versions of such data used during the training process.

2. **SCOPE**

The protections conferred by this Stipulation and Order cover not only Protected Material (as defined above), but also (1) any information copied or extracted from Protected Material; (2) all copies, excerpts, summaries, or compilations of Protected Material; and (3) any testimony, conversations, or presentations by Parties or their Counsel that might reveal Protected Material. However, the protections conferred by this Stipulation and Order do not cover the following information: (a) any information that is in the public domain at the time of disclosure to a Receiving Party or becomes part of the public domain after its disclosure to a Receiving Party as a result of

1 publication not involving a violation of this Order, including becoming part of the public record
2 through trial or otherwise; and (b) any information known to the Receiving Party prior to the
3 disclosure or obtained by the Receiving Party after the disclosure from a source who obtained the
4 information lawfully and under no obligation of confidentiality to the Designating Party. Any use
5 of Protected Material at trial shall be governed by a separate agreement or order.

6 **3. DURATION**

7 Even after final disposition of this litigation, the confidentiality obligations imposed by this
8 Order shall remain in effect until a Designating Party agrees otherwise in writing or a court order
9 otherwise directs. Final disposition shall be deemed to be the later of (1) dismissal of all claims and
10 defenses in this action, with or without prejudice; and (2) final judgment herein after the completion
11 and exhaustion of all appeals, rehearings, remands, trials, or reviews of this action, including the
12 time limits for filing any motions or applications for extension of time pursuant to applicable law.

13 **4. DESIGNATING PROTECTED MATERIAL**

14 **5.1. Exercise of Restraint and Care in Designating Material for Protection.**

15 Each Party or Non-Party that designates information or items for protection under this
16 Order must take care to limit any such designation to specific material that qualifies under the
17 appropriate standards. To the extent it is practical to do so, the Designating Party must designate
18 for protection only those parts of material, documents, items, or oral or written communications
19 that qualify – so that other portions of the material, documents, items, or communications for
20 which protection is not warranted are not swept unjustifiably within the ambit of this Order.

21 Mass, indiscriminate, or routinized designations are prohibited. Designations that are
22 shown to be clearly unjustified or that have been made for an improper purpose (e.g., to
23 unnecessarily encumber or retard the case development process or to impose unnecessary
24 expenses and burdens on other parties) expose the Designating Party to sanctions.

25 If it comes to a Designating Party's attention that information or items that it designated
26 for protection do not qualify for protection at all or do not qualify for the level of protection
27 initially asserted, that Designating Party must promptly notify all other parties that it is
28 withdrawing the mistaken designation.

1 5.2. **Manner and Timing of Designations.** Except as otherwise provided in this Order
 2 (see, e.g., second paragraph of section 5.2(a) below), or as otherwise stipulated or ordered,
 3 Disclosure or Discovery Material that qualifies for protection under this Order must be clearly so
 4 designated before the material is disclosed or produced.

5 Designation in conformity with this Order requires:

6 (a) **for information in documentary form** (e.g., paper or electronic documents, but
 7 excluding transcripts of depositions or other pretrial or trial proceedings), that the Producing
 8 Party affix the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’
 9 EYES ONLY,” “HIGHLY CONFIDENTIAL – SOURCE CODE,” or “THIRD-PARTY
 10 HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY” to each page that contains
 11 protected material. If only a portion or portions of the material on a page qualifies for protection,
 12 the Producing Party also must clearly identify the protected portion(s) (e.g., by making
 13 appropriate markings in the margins) and must specify, for each portion, the level of protection
 14 being asserted.

15 A Party or Non-Party that makes original documents or materials available for inspection
 16 need not designate them for protection until after the inspecting Party has indicated which
 17 material it would like copied and produced. During the inspection and before the designation, all
 18 of the material made available for inspection shall be deemed “HIGHLY CONFIDENTIAL –
 19 ATTORNEYS’ EYES ONLY.” After the inspecting Party has identified the documents it wants
 20 copied and produced, the Producing Party must determine which documents, or portions thereof,
 21 qualify for protection under this Order. Then, before producing the specified documents, the
 22 Producing Party must affix the appropriate legend (“CONFIDENTIAL” or “HIGHLY
 23 CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” “HIGHLY CONFIDENTIAL – SOURCE
 24 CODE” or “THIRD-PARTY HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES
 25 ONLY”) to each page that contains Protected Material. If only a portion or portions of the
 26 material on a page qualifies for protection, the Producing Party also must clearly identify the
 27 protected portion(s) (e.g., by making appropriate markings in the margins) and must specify, for
 28 each portion, the level of protection being asserted.

1 (b) **for testimony given in deposition or in other pretrial or trial proceedings**, that the
2 Designating Party identify on the record, before the close of the deposition, hearing, or other
3 proceeding, all protected testimony and specify the level of protection being asserted. When it is
4 impractical to identify separately each portion of testimony that is entitled to protection and it
5 appears that substantial portions of the testimony may qualify for protection, the Designating
6 Party may invoke on the record (before the deposition, hearing, or other proceeding is concluded)
7 a right to have up to 21 days to identify the specific portions of the testimony as to which
8 protection is sought and to specify the level of protection being asserted. Only those portions of
9 the testimony that are appropriately designated for protection within the 21 days shall be covered
10 by the provisions of this Stipulated Protective Order. Alternatively, a Designating Party may
11 specify, at the deposition or up to 21 days afterwards if that period is properly invoked, that the
12 entire transcript shall be treated as “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL –
13 ATTORNEYS’ EYES ONLY.”

14 Parties shall give the other parties notice if they reasonably expect a deposition, hearing or
15 other proceeding to include Protected Material so that the other parties can ensure that only
16 authorized individuals who have signed the “Acknowledgment and Agreement to Be Bound”
17 (Exhibit A) are present at those proceedings. The use of a document as an exhibit at a deposition
18 shall not in any way affect its designation as “CONFIDENTIAL” or “HIGHLY
19 CONFIDENTIAL – ATTORNEYS’ EYES ONLY.”

20 Transcripts containing Protected Material shall have an obvious legend on the title page
21 that the transcript contains Protected Material, and the title page shall be followed by a list of all
22 pages (including line numbers as appropriate) that have been designated as Protected Material and
23 the level of protection being asserted by the Designating Party. The Designating Party shall
24 inform the court reporter of these requirements. Any transcript that is prepared before the
25 expiration of a 21-day period for designation shall be treated during that period as if it had been
26 designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” in its entirety unless
27 otherwise agreed. After the expiration of that period, the transcript shall be treated only as
28 actually designated

(c) **for information produced in some form other than documentary and for any other tangible items**, that the Producing Party affix in a prominent place on the exterior of the container or containers in which the information or item is stored the legend “CONFIDENTIAL” or “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE.” If only a portion or portions of the information or item warrant protection, the Producing Party, to the extent practicable, shall identify the protected portion(s) and specify the level of protection being asserted.

5.3. **Inadvertent Failures to Designate.** If timely corrected, an inadvertent failure to designate qualified information or items does not, standing alone, waive the Designating Party’s right to secure protection under this Order for such material. Upon timely correction of a designation, the Receiving Party must make reasonable efforts to assure that the material is treated in accordance with the provisions of this Order.

5. CHALLENGING CONFIDENTIALITY DESIGNATIONS

6.1. **Timing of Challenges.** Any Party or Non-Party may challenge a designation of confidentiality at any time. Unless a prompt challenge to a Designating Party’s confidentiality designation is necessary to avoid foreseeable, substantial unfairness, unnecessary economic burdens, or a significant disruption or delay of the litigation, a Party does not waive its right to challenge a confidentiality designation by electing not to mount a challenge promptly after the original designation is disclosed.

6.2. **Meet and Confer.** The Challenging Party shall initiate the dispute resolution process by providing written notice of each designation it is challenging and describing the basis for each challenge. To avoid ambiguity as to whether a challenge has been made, the written notice must recite that the challenge to confidentiality is being made in accordance with this specific paragraph of the Protective Order. The parties shall attempt to resolve each challenge in good faith and must begin the process by conferring directly (in voice to voice dialogue; other forms of communication are not sufficient) within 14 days of the date of service of notice. In conferring, the Challenging Party must explain the basis for its belief that the confidentiality designation was not proper and must give the Designating Party an opportunity to review the designated material, to

1 reconsider the circumstances, and, if no change in designation is offered, to explain the basis for
 2 the chosen designation. A Challenging Party may proceed to the next stage of the challenge process
 3 only if it has engaged in this meet and confer process first or establishes that the Designating Party
 4 is unwilling to participate in the meet and confer process in a timely manner.

5 6.3. **Judicial Intervention**. If the Parties cannot resolve a challenge without Court
 6 intervention, the Designating Party shall file and serve a motion to retain confidentiality under Civil
 7 Local Rule 7 (and in compliance with Civil Local Rule 79-5, if applicable) within 21 days of the
 8 initial notice of challenge or within 14 days of the parties agreeing that the meet and confer process
 9 will not resolve their dispute, whichever is earlier. Each such motion must be accompanied by a
 10 competent declaration affirming that the movant has complied with the meet and confer
 11 requirements imposed in the preceding paragraph. Failure by the Designating Party to make such a
 12 motion including the required declaration within 21 days (or 14 days, if applicable) shall
 13 automatically waive the confidentiality designation for each challenged designation. In addition,
 14 the Challenging Party may file a motion challenging a confidentiality designation at any time if
 15 there is good cause for doing so, including a challenge to the designation of a deposition transcript
 16 or any portions thereof. Any motion brought pursuant to this provision must be accompanied by a
 17 competent declaration affirming that the movant has complied with the meet and confer
 18 requirements imposed by the preceding paragraph.

19 The burden of persuasion in any such challenge proceeding shall be on the Designating
 20 Party. Frivolous challenges and those made for an improper purpose (e.g., to harass or impose
 21 unnecessary expenses and burdens on other parties) may expose the Challenging Party to
 22 sanctions. Unless the Designating Party has waived the confidentiality designation by failing to
 23 file a motion to retain confidentiality as described above, all parties shall continue to afford the
 24 material in question the level of protection to which it is entitled under the Producing Party's
 25 designation until the Court rules on the challenge.

26 **6. ACCESS TO AND USE OF PROTECTED MATERIAL**

27 7.1 **Basic Principles**. A Receiving Party may use Protected Material that is disclosed
 28 or produced by another Party or by a Non-Party in connection with this case only for prosecuting,

1 defending, or attempting to settle this litigation. Such Protected Material may be disclosed only to
2 the categories of persons and under the conditions described in this Order. When the litigation has
3 been terminated, a Receiving Party must comply with the provisions of section 15 below (FINAL
4 DISPOSITION).

5 Protected Material must be stored and maintained by a Receiving Party at a location and
6 in a secure manner that ensures that access is limited to the persons authorized under this Order.

7 7.2 **Disclosure of “CONFIDENTIAL” Information or Items.** Unless otherwise
8 ordered by the Court or permitted in writing by the Designating Party, a Receiving Party may
9 disclose any information or item designated “CONFIDENTIAL” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees
11 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information
12 for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that
13 is attached hereto as Exhibit A;

14 (b) the officers, directors, and employees (including House Counsel) of the Receiving
15 Party to whom disclosure is reasonably necessary for this litigation and who have signed the
16 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

17 (c) Experts (as defined in this Order) of the Receiving Party to whom disclosure is
18 reasonably necessary for this litigation and who have signed the “Acknowledgment and
19 Agreement to Be Bound” (Exhibit A);

20 (d) the Court and its personnel;

21 (e) court reporters and their staff, professional jury or trial consultants, and Professional
22 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the
23 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

24 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
25 necessary and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
26 unless otherwise agreed by the Parties or ordered by the Court. Pages of transcribed deposition
27 testimony or exhibits to depositions that reveal Protected Material must be separately bound by
28

1 the court reporter and may not be disclosed to anyone except as permitted under this Stipulated
 2 Protective Order; and

3 (g) the author or recipient of a document containing the information or a custodian or
 4 other person who otherwise possessed or knew the information.

5 7.3 **Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY”**
 6 **and “HIGHLY CONFIDENTIAL – SOURCE CODE” Information or Items.** Unless

7 otherwise ordered by the Court or permitted in writing by the Designating Party, a Receiving
 8 Party may disclose any information or item designated “HIGHLY CONFIDENTIAL –
 9 ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL – SOURCE CODE” only to:

10 (a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees
 11 of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information
 12 for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that
 13 is attached hereto as Exhibit A;

14 (b) Designated House Counsel of the Receiving Party (1) who has no involvement in
 15 competitive decision-making, (2) to whom disclosure is reasonably necessary for this litigation,
 16 (3) who has signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (4) as to
 17 whom the procedures set forth in paragraph 7.4(a)(1), below, have been followed;

18 (c) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this
 19 litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A),
 20 and (3) as to whom the procedures set forth in paragraph 7.4(a)(2), below, have been followed;

21 (d) the Court and its personnel;

22 (e) court reporters and their staff, professional jury or trial consultants, and Professional
 23 Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the
 24 “Acknowledgment and Agreement to Be Bound” (Exhibit A);

25 (f) during their depositions, witnesses in the action to whom disclosure is reasonably
 26 necessary and to whom disclosure will not create a substantial risk of serious harm to the
 27 Designating Party. Pages of transcribed deposition testimony or exhibits to depositions that reveal
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Protected Material must be separately bound by the court reporter and may not be disclosed to anyone except as permitted under this Stipulated Protective Order; and

(g) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.4 **Disclosure of “THIRD-PARTY HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY” or Information or Items.** Unless otherwise ordered by the court or permitted in writing by the Designating Party, a Receiving Party may disclose any information or item designated “HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY,” only to:

(a) the Receiving Party’s Outside Counsel of Record in this action, as well as employees of said Outside Counsel of Record to whom it is reasonably necessary to disclose the information for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” that is attached hereto as Exhibit A;

(b) Experts of the Receiving Party (1) to whom disclosure is reasonably necessary for this litigation, (2) who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A), and (3) as to whom the procedures set forth in paragraph 7.5(a)(2), below, have been followed;

(c) the court and its personnel;

(d) court reporters and their staff, professional jury or trial consultants, and Professional Vendors to whom disclosure is reasonably necessary for this litigation and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit A); and

(e) the author or recipient of a document containing the information or a custodian or other person who otherwise possessed or knew the information.

7.5 **Procedures for Approving or Objecting to Disclosure of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” “HIGHLY CONFIDENTIAL – SOURCE CODE,” or “THIRD-PARTY HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY” Information or Items to Designated House Counsel or Experts.**

(a)(1) Unless otherwise ordered by the Court or agreed to in writing by the Designating Party, a Party that seeks to disclose to Designated House Counsel any information or item that has

1 been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” pursuant to
2 paragraph 7.3(b) first must make a written request to the Designating Party that (1) sets forth the
3 full name of the Designated House Counsel and the city and state of his or her residence, and (2)
4 describes the Designated House Counsel’s current and reasonably foreseeable future primary job
5 duties and responsibilities in sufficient detail to determine if House Counsel is involved, or may
6 become involved, in any competitive decision-making.

7 (a)(2) Unless otherwise ordered by the Court or agreed to in writing by the Designating
8 Party, a Party that seeks to disclose to an Expert (as defined in this Order) any information or item
9 that has been designated “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,”
10 “HIGHLY CONFIDENTIAL– SOURCE CODE,” or “THIRD-PARTY HIGHLY
11 CONFIDENTIAL – OUTSIDE COUNSEL’S EYES ONLY” pursuant to paragraph 7.3(c) first
12 must disclose the identity of the Expert to the Designating Party in a writing that (1) identifies the
13 general categories of “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY,” “HIGHLY
14 CONFIDENTIAL – SOURCE CODE,” or “THIRD-PARTY HIGHLY CONFIDENTIAL –
15 OUTSIDE COUNSEL’S EYES ONLY” information that the Receiving Party intends to disclose
16 to the Expert, (2) sets forth the full name of the Expert and the city and state of his or her primary
17 residence, (3) attaches a copy of the Expert’s current resume, (4) identifies the Expert’s current
18 employer(s), (5) identifies each person or entity from whom the Expert has received
19 compensation or funding for work in his or her areas of expertise or to whom the expert has
20 provided professional services, including in connection with a litigation, at any time during the
21 preceding five years,¹ and (6) identifies (by name and number of the case, filing date, and location
22 of court) any litigation in connection with which the Expert has offered expert testimony,
23 including through a declaration, report, or testimony at a deposition or trial, during the preceding
24 five years.

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27 ¹ If the Expert believes any of this information is subject to a confidentiality obligation to a third
28 party, then the Expert should provide whatever information the Expert believes can be disclosed
without violating any confidentiality agreements, and the Party seeking to disclose to the Expert
shall be available to meet and confer with the Designating Party regarding any such engagement.

1 (b) A Party that discloses and provides the information specified in the preceding
2 respective paragraphs may disclose the subject Protected Material to the identified Designated
3 House Counsel or Expert unless, within ten (10) days of the disclosure, the Party receives a
4 written objection from the Designating Party. Any such objection must set forth in detail the
5 grounds on which it is based.

6 (c) A Party that receives a timely written objection must meet and confer with the
7 Designating Party (through direct voice to voice dialogue) to try to resolve the matter by
8 agreement within seven days of the written objection. If no agreement is reached, the Designating
9 Party may file a motion as provided in Civil Local Rule 7 (and in compliance with Civil Local
10 Rule 79-5, if applicable) for a protective order. Any such motion must describe the circumstances
11 with specificity and set forth in detail the reasons why the disclosure to Designated House
12 Counsel or the Expert would result in a risk of harm that the provisions of this Order are
13 insufficient to protect against.. If the Designating Party does not file such a motion for a
14 protective order within 7 days of its written objection, the Receiving Party may disclose
15 information designated as “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or
16 “HIGHLY CONFIDENTIAL – SOURCE CODE” to the identified expert(s).

17 In any such proceeding, the Party opposing disclosure to Designated House Counsel or the
18 Expert shall bear the burden of proving that the risk of harm that the disclosure would entail
19 (under the safeguards proposed) outweighs the Receiving Party’s need to disclose the Protected
20 Material to its Designated House Counsel or Expert.

21 **7. PROSECUTION BAR**

22 Absent written consent from the Producing Party, any individual who receives access to
23 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL –
24 SOURCE CODE” information shall not be involved in the prosecution of patents or patent
25 applications relating to artificial intelligence, machine learning, neural networks, or large language
26 models including without limitation the patents asserted in this action and any patent or application
27 claiming priority to or otherwise related to the patents asserted in this action, before any foreign or
28 domestic agency, including the United States Patent and Trademark Office (“the Patent Office”).

1 For purposes of this paragraph, “prosecution” includes directly or indirectly drafting, amending,
2 advising, or otherwise affecting the scope or maintenance of patent claims. To avoid any doubt,
3 “prosecution” as used in this paragraph does not include representing a party challenging a patent
4 before a domestic or foreign agency (including, but not limited to, a reissue protest, ex parte
5 reexamination or inter partes reexamination). This Prosecution Bar shall begin when access to
6 “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES ONLY” or “HIGHLY CONFIDENTIAL –
7 SOURCE CODE” information is first received by the affected individual and shall end two (2)
8 years after final termination of this action.

9 **8. SOURCE CODE**

10 (a) To the extent production of source code becomes necessary in this case, a Producing
11 Party may designate source code as “HIGHLY CONFIDENTIAL - SOURCE CODE” as provided
12 in Section 2.9.

13 (b) Protected Material designated as “HIGHLY CONFIDENTIAL – SOURCE CODE”
14 shall be subject to all of the protections afforded to “HIGHLY CONFIDENTIAL – ATTORNEYS’
15 EYES ONLY” information including the Prosecution Bar set forth in Paragraph 8, and may be
16 disclosed only to the individuals to whom “HIGHLY CONFIDENTIAL – ATTORNEYS’ EYES
17 ONLY” information may be disclosed, as set forth in Paragraphs 7.3 and 7.4, with the exception of
18 Designated House Counsel.

19 (c) A Party that designated Protected Material as “HIGHLY CONFIDENTIAL – SOURCE
20 CODE” may restrict the production to the following procedure. The designated material shall be
21 made available for inspection, in a format allowing it to be reasonably reviewed and searched,
22 during normal business hours or at other mutually agreeable times, at an office of the Producing
23 Party’s counsel or another mutually agreed upon location. Access to source code shall be provided,
24 at the Producing Party’s election, (1) on a secured computer having disk encryption and password
25 protection in a secured room without Internet access or network access to other computers, such
26 that all persons entering the secured room containing the source code are subject to reasonable
27 security measures to ensure they are not carrying any prohibited items before they will be given
28 access to the secured room; or (2) on a networked computer configured to connect (via a Virtual

1 Private Network or Virtual Network Computing connection) to a source code review environment
2 hosted on a remote server maintained by the Producing Party. Both the (1) secured computer and
3 (2) the networked computer are referenced herein as “Source Code Computer.” Use or possession
4 of any input/output device (e.g., USB memory stick, mobile phone or tablet, camera or any camera
5 enabled device, CD, floppy disk, portable hard drive, laptop, or any device that can access the
6 Internet or any other network or external system, etc.) is prohibited while accessing the Source
7 Code Computer. The Receiving Party shall not copy, remove, or otherwise transfer any portion of
8 the source code onto any recordable media or recordable device. The Source Code Computer will
9 be made available for inspection upon reasonable notice to the Producing Party, which shall not be
10 less than 10 business days in advance of the initial requested inspection. Following the initial
11 inspection, the Receiving Party must give notice at least 48 hours in advance of additional review.
12 The Producing Party may visually monitor the activities of the Receiving Party’s representatives
13 during any source code review, but only to ensure that there is no unauthorized recording, copying,
14 or transmission of the source code.

15 (d) The Receiving Party may request paper copies of limited portions of source code that
16 are reasonably necessary for the preparation of court filings, pleadings, expert reports, or other
17 papers, or for deposition or trial, but shall not request paper copies for the purposes of reviewing
18 the source code other than electronically as set forth in paragraph (c) in the first instance. The
19 Producing Party shall provide all such source code in paper form including bates numbers and the
20 label “HIGHLY CONFIDENTIAL - SOURCE CODE.” The Producing Party may challenge the
21 amount of source code requested in hard copy form pursuant to the dispute resolution procedure
22 and timeframes set forth in Paragraph 6 whereby the Producing Party is the “Challenging Party”
23 and the Receiving Party is the “Designating Party” for purposes of dispute resolution.

24 (e) The Receiving Party shall maintain a record of any individual who has inspected any
25 portion of the source code in electronic or paper form. The Receiving Party shall maintain all paper
26 copies of any printed portions of the source code in a secured, locked area. The Receiving Party
27 shall not create any electronic or other images of the paper copies and shall not convert any of the
28 information contained in the paper copies into any electronic format. The Receiving Party shall

only make additional paper copies if such additional copies are (1) necessary to prepare court filings, pleadings, or other papers (including a testifying expert's expert report), (2) necessary for deposition, or (3) otherwise necessary for the preparation of its case. Any paper copies used during a deposition shall be retrieved by the Producing Party at the end of each day and must not be given to or left with a court reporter or any other unauthorized individual.

9. PROTECTED MATERIAL SUBPOENAED OR ORDERED PRODUCED IN OTHER LITIGATION

If a Party is served with a subpoena or a court order issued in other litigation that compels disclosure of any information or items designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," "HIGHLY CONFIDENTIAL – SOURCE CODE," or "THIRD-PARTY HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL'S EYES ONLY" that Party must:

(a) promptly notify in writing the Designating Party. Such notification shall include a copy of the subpoena or court order;

(b) promptly notify in writing the party who caused the subpoena or order to issue in the other litigation that some or all of the material covered by the subpoena or order is subject to this Protective Order. Such notification shall include a copy of this Stipulated Protective Order; and

(c) cooperate with respect to all reasonable procedures sought to be pursued by the Designating Party whose Protected Material may be affected.²

If the Designating Party timely seeks a protective order, the Party served with the subpoena or court order shall not produce any information designated in this action as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS' EYES ONLY," "HIGHLY CONFIDENTIAL – SOURCE CODE," or "THIRD-PARTY HIGHLY CONFIDENTIAL – OUTSIDE COUNSEL'S EYES ONLY" before a determination by the court from which the subpoena or order issued, unless the Party has obtained the Designating Party's permission. The Designating Party shall bear the burden and expense of seeking protection in that court of its confidential material – and nothing in

² The purpose of imposing these duties is to alert the interested parties to the existence of this Protective Order and to afford the Designating Party in this case an opportunity to try to protect its confidentiality interests in the court from which the subpoena or order issued.

1 these provisions should be construed as authorizing or encouraging a Receiving Party in this action
2 to disobey a lawful directive from another court.

3 **10. A NON-PARTY'S PROTECTED MATERIAL SOUGHT TO BE PRODUCED IN**
4 **THIS LITIGATION**

5 (a) The terms of this Order are applicable to information produced by a Non-Party in this
6 action and designated as "CONFIDENTIAL" or "HIGHLY CONFIDENTIAL – ATTORNEYS'
7 EYES ONLY," "HIGHLY CONFIDENTIAL – SOURCE CODE," or "THIRD-PARTY HIGHLY
8 CONFIDENTIAL – OUTSIDE COUNSEL'S EYES ONLY." Such information produced by Non-
9 Parties in connection with this litigation is protected by the remedies and relief provided by this
10 Order. Nothing in these provisions should be construed as prohibiting a Non-Party from seeking
11 additional protections.

12 (b) In the event that a Party is required, by a valid discovery request, to produce a Non-
13 Party's confidential information in its possession, and the Party is subject to an agreement with the
14 Non-Party not to produce the Non-Party's confidential information, then the Party shall:

15 1. promptly notify in writing the Requesting Party and the Non-Party that some or
16 all of the information requested is subject to a confidentiality agreement with a NonParty;

17 2. promptly provide the Non-Party with a copy of the Stipulated Protective Order in
18 this litigation, the relevant discovery request(s), and a reasonably specific description of the
19 information requested; and

20 3. make the information requested available for inspection by the Non-Party.

21 (c) If the Non-Party fails to object or seek a protective order from this Court within 14 days
22 of receiving the notice and accompanying information, the Receiving Party may produce the Non-
23 Party's confidential information responsive to the discovery request. If the Non-Party timely seeks
24 a protective order, the Receiving Party shall not produce any information in its possession or control
25 that is subject to the confidentiality agreement with the Non-Party before a determination by the
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27
28

1 Court.³ Absent a court order to the contrary, the Non-Party shall bear the burden and expense of
 2 seeking protection in this Court of its Protected Material.

3 **11. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL**

4 If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected
 5 Material to any person or in any circumstance not authorized under this Stipulated Protective Order,
 6 the Receiving Party must immediately (a) notify in writing the Designating Party of the
 7 unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected
 8 Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the
 9 terms of this Order, and (d) request such person or persons to execute the “Acknowledgment and
 10 Agreement to Be Bound” that is attached hereto as Exhibit A.

11 **12. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE** 12 **PROTECTED MATERIAL**

13 When a Producing Party gives notice to Receiving Parties that certain inadvertently
 14 produced material is subject to a claim of privilege or other protection, the obligations of the
 15 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision
 16 is not intended to modify whatever procedure may be established in an e-discovery order that
 17 provides for production without prior privilege review. Pursuant to agreement of the parties, the
 18 inadvertent production of material subject to a claim of privilege or other protection shall not
 19 constitute a waiver of that privilege or other protection under Federal Rule of Evidence 502(d).

20 **13. MISCELLANEOUS**

21 14.1 **Right to Further Relief.** Nothing in this Order abridges the right of any person to
 22 seek its modification by the Court in the future.

23 14.2 **Right to Assert Other Objections.** By stipulating to the entry of this Protective
 24 Order no Party waives any right it otherwise would have to object to disclosing or producing any
 25 information or item on any ground not addressed in this Stipulated Protective Order. Similarly, no
 26

27 _____
 28 ³ The purpose of this provision is to alert the interested parties to the existence of confidentiality
 rights of a Non-Party and to afford the Non-Party an opportunity to protect its confidentiality
 interests in this Court.

1 Party waives any right to object on any ground to use in evidence of any of the material covered by
2 this Protective Order.

3 14.3 **Export Control.** Disclosure of Protected Material shall be subject to all applicable
4 laws and regulations relating to the export of technical data contained in such Protected Material,
5 including the release of such technical data to foreign persons or nationals in the United States or
6 elsewhere. The Producing Party shall be responsible for identifying any such controlled technical
7 data, and the Receiving Party shall take measures necessary to ensure compliance.

8 14.4 **Filing Protected Material.** Without written permission from the Designating Party
9 or a court order secured after appropriate notice to all interested persons, a Party may not file in the
10 public record in this action any Protected Material. A Party that seeks to file under seal any
11 Protected Material must comply with Civil Local Rule 79-5. Protected Material may only be filed
12 under seal pursuant to a court order authorizing the sealing of the specific Protected Material at
13 issue. Pursuant to Civil Local Rule 79-5, a sealing order will issue only upon a request establishing
14 that the Protected Material at issue is privileged, protectable as a trade secret, or otherwise entitled
15 to protection under the law. If a Receiving Party's request to file Protected Material under seal
16 pursuant to Civil Local Rule 79-5 is denied by the Court, then the Receiving Party may file the
17 Protected Material in the public record pursuant to Civil Local Rule 79-5 unless otherwise
18 instructed by the Court.

19 **14. FINAL DISPOSITION**

20 Within 60 days after the final disposition of this action, as defined in paragraph 4, each
21 Receiving Party must return all Protected Material to the Producing Party or destroy such material.
22 As used in this subdivision, "all Protected Material" includes all copies, abstracts, compilations,
23 summaries, and any other format reproducing or capturing any of the Protected Material. Whether
24 the Protected Material is returned or destroyed, the Receiving Party must submit a written
25 certification to the Producing Party (and, if not the same person or entity, to the Designating Party)
26 by the 60-day deadline that (1) identifies (by category, where appropriate) all the Protected Material
27 that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies,
28 abstracts, compilations, summaries or any other format reproducing or capturing any of the

1 Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy
2 of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda,
3 correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant
4 and expert work product, even if such materials contain Protected Material. Any such archival
5 copies that contain or constitute Protected Material remain subject to this Protective Order as set
6 forth in Section 4 (DURATION).

7 **15. CLAWBACK & RULE 502(D) ORDER**

8 When a Producing Party gives notice to Receiving Parties that certain inadvertently
9 produced material is subject to a claim of privilege or other protection, the obligations of the
10 Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision
11 is not intended to modify whatever procedure may be established in an e-discovery order that
12 provides for production without prior privilege review.

13 **IT IS SO ORDERED.**

14 Dated:

15 _____
16 JON S. TIGAR
17 United States District Judge
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EXHIBIT A
ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of
 perjury that I have read in its entirety and understand the Stipulated Protective Order that was issued
 by the United States District Court for the Northern District of California on _____ [date] in
 the cases of Nazemian v. NVIDIA Inc., 4:24-cv-01454-JST (N.D. Cal.) and/or Dubus v. NVIDIA
 Inc., 4:24-cv-02655-JST (N.D. Cal.). I agree to comply with and to be bound by all the terms of
 this Stipulated Protective Order and I understand and acknowledge that failure to so comply could
 expose me to sanctions and punishment in the nature of contempt. I solemnly promise that I will
 not disclose in any manner any information or item that is subject to this Stipulated Protective Order
 to any person or entity except in strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Northern District of California for the purpose of enforcing the terms of this Stipulated
 Protective Order, even if such enforcement proceedings occur after termination of this action.

I hereby appoint _____ [print or type full name] of
 _____ [print or type full address and telephone number]
 as my California agent for service of process in connection with this action or any proceedings
 related to enforcement of this Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed name: _____
 [printed name]

Signature: _____
 [signature]

1 DATED: November 3, 2025

By: /s/ Elisha Barron

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24 *Plaintiffs and the Proposed Class*

25 DATED: November 3, 2025

26 By: /s/ Andrew H. Schapiro

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ATTESTATION OF FILER

Pursuant to Civil L.R. 5-1(h)(3), regarding signatures, I attest that concurrence in the filing of this document has been obtained.

Dated: November 3, 2025

Respectfully submitted,

By: /s/ Elisha Barron
Elisha Barron